Supreme Court of the United States

No. 04-697

John Hudson,

Petitioner

v.

American Arbitration Association, Inc., et al.

ON PETITION FOR A WRIT OF CERTIORARI to the United States Court of Appeals for the Fifth Circuit, No. 04-30061.

ON CONSIDERATION of the petition for a writ of certiorari herein to the United States Court of Appeals for the Fifth Circuit.

IT IS ORDERED by this Court that the said petition is denied.

February 22, 2005

A true copy WILLIAM K. SUTER
Test:
Clerk of the Supreme Court of the United States
By_____
Deputy

PRE-DISPUTE RESOLUTION AGREEMENT
(Please read carefully)

It is Borg-Warner Protective Services Corporation's (the "Company") desire, whenever possible, to resolve disputes in a fair and expeditious manner, reflecting the interests of the concerned parties. Although there is no outstanding dispute now between the parties, it is recognized that, as with any relationship, differences may arise which may not be resolved, and regarding which the parties may seek relief before an administrative agency, court or arbitrator.

In consideration of the Company employing you, you and the Company each agree that, in the event either party (or its representatives, successors or assigns) brings an action in an agency or court of competent jurisdiction relating to your recruitment, employment with, or termination of employment from the Company, the party bringing in such action agrees to waive his, her or its right to a trial by jury, and further agrees that no demand, request or motion will be made for a trial by jury. Each party agrees to pay costs and attorneys' fees to the other party in the event of a breach of this agreement.

In consideration of the Company employing you, you further agree that, in the event that you seek relief in an agency or court of competent jurisdiction for a dispute covered by this Agreement, the Company may, at any time within 90 days of the service of your complaint upon the Company, at its sole option, require all or part of the dispute to be arbitrated by one arbitrator in accordance with the rules of the American Arbitration Association governing labor arbitration. You agree that the option to arbitrate any such dispute is governed by the Federal Arbitration Act, and fully enforceable. You understand and agree that, if the Company exercises it option, any dispute arbitrated will be heard solely by the arbitrator, and not by a court or agency, that the decision of the arbitrator will be final and binding on both parties, and that such decision will bar any further relief of any kind in any forum of all issues that were or could have

been brought, except those the Company specifically excluded from such arbitration. The company and you agree that, despite any rule providing that any one party must bear the cost of filing and/or the arbitrator's fees, all costs of the American Arbitration Association and all fees imposed by any arbitrator hearing the dispute, will be shared equally between you and the company. If you refuse to arbitrate after the Company has demanded you do so, and if a court orders arbitration, you agree to pay the Company's legal costs, including attorney's fees, incurred in enforcing this agreement. To insure the speedy resolution of any dispute, you agree that you will submit your claim(s) to the American Arbitration Association within sixty (60) days of the Company's demand for arbitration under this agreement, and that failure to do so will forever bar any claim that was or could been asserted in any forum whatsoever.

This pre-dispute resolution agreement will cover all matters directly or indirectly related to your recruitment, hire, employment or termination of employment by the Company; including, but not limited to, claims involving co-employees, but excluding Worker's Compensation claims. You further agree that this agreement covers all parties to a lawsuit to which the company is a party, but only the company has standing to enforce this agreement to avoid piecemeal litigation.

The right to a trial, and to a trial by jury, is of value.

YOU MAY WISH TO CONSULT AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT. IF SO, TAKE A COPY OF THIS FORM WITH YOU. HOWEVER, YOU WILL NOT BE OFFERED EMPLOYMENT UNTIL THIS AGREEMENT IS SIGNED AND RETURNED BY YOU.

BORG-WARNER PROTECTIVE SERVICES CORPORATION

_____ _____ By_____ _____

Signature Date (Company Employee) Date

_____ _____

Print Name (Applicant) Print Name (Company Employee)

PRE-DISPUTE RESOLUTION AGREEMENT

MR. HUDSON

Yes, Sir. Also, according to the contract that allows us to arbitrate this matter, all fees are shared equally between the company and me, the employee. The company has failed to pay its share of the filing fees. So I also filed an additional claim amended to that. It was dated April 9, 2001.

MR. MILAM:

As far as I'm concerned with regard to the fees, that's something that needs to be taken up with Mr. Trevino and the American Arbitration Association.

MR. MILAM:

What is the purpose of that document?

MR. HUDSON:

Because it's a contract that indicates that all fees for the arbitration matters to be shared equally between the company and the employee.

MR. MILAM:

I understand that, and I understand your position. And I think I told you when the hearing started that I'm not really here to rule on that issue. So based on that, I'm going to sustain the objection to G-18. As I indicated to you, this is something that you need to take up with an American Arbitration Association Director.